

07 CIV 9422

491-07/ROSS/PLS
FREEHILL HOGAN & MAHAR, LLP
Attorneys for Plaintiff
SEALINK SHIPPING LTD.
80 Pine Street
New York, NY 10005
(212) 425-1900

James L. Ross (JR 6411)
Pamela L. Schultz (PS 8675)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SEALINK SHIPPING LTD.,

Plaintiff,

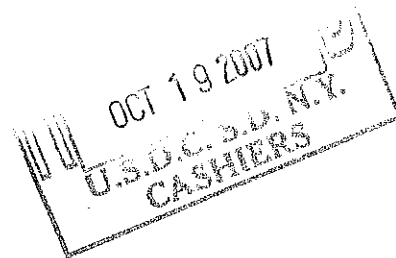
-against-

TIANJIN FAREAST INT'L FORWARDING CO.
LTD. a/k/a TIANJIN FAR EAST INT'L
FORWARDING CO. LTD. and TIANJIN
FAREAST INT'L SHIPPING AGENCY CO.
LTD. a/k/a TIANJIN FAR EAST INT'L
SHIPPING AGENCY CO. LTD.,

Defendants.
-----X

07 CV

VERIFIED COMPLAINT



Plaintiff SEALINK SHIPPING LTD. ("SEALINK"), through its attorneys FREEHILL HOGAN & MAHAR, LLP, as and for its Verified Complaint against Defendants TIANJIN FAREAST INT'L FORWARDING CO. LTD. a/k/a TIANJIN FAR EAST INT'L FORWARDING CO. LTD. ("TIANJIN FE") and TIANJIN FAREAST INT'L SHIPPING AGENCY CO. LTD. a/k/a TIANJIN FAR EAST INT'L SHIPPING AGENCY CO. LTD. (hereinafter, collectively, "TIANJIN FE AGENCY"), alleges upon information and belief as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure in that it involves a claim for the breach of a maritime contract by Defendants TIANJIN FE and TIANJIN FE AGENCY. The case also falls within the Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. §1333. Jurisdiction is also proper pursuant to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. §201 *et seq.* and/or the Arbitration Act, 9 U.S.C. §1 *et seq.* and this Court's federal question jurisdiction pursuant to 28 U.S.C. §1331.

THE PARTIES

2. At all times relevant hereto, Plaintiff SEALINK was and still is a foreign business entity duly organized and existing under the laws of a foreign country with an address at c/o Offshore Incorporations Limited, P.O. Box 957, Offshore Incorporations Centre, Roadtown, Tortola, British Virgin Islands.

3. At all times relevant hereto, Defendants TIANJIN FE and TIANJIN FE AGENCY were and still are foreign business entities duly organized and existing under the laws of a foreign country with an address at R501-502 A2 Tower Taida, Xintiandi, No. 12 Nanhai Road, Development District Tianjin, 300457.

4. Upon information and belief, Defendants TIANJIN FE and Defendant TIANJIN FE AGENCY are alter egos of one another and share offices, officers, directors, shareholders, employees and/or commingle funds, or that one entity so dominates and controls the other that their separate corporate identities have been lost and that they function as a single entity and should be held accountable for the debts of one another.

5. Upon information and belief, Defendant TIANJIN FE AGENCY handles, sends and receives funds for, on behalf of and/or in the name of Defendant TIANJIN FE.

6. Plaintiff SEALINK was the time-charterer of the vessel DIMITRIS S pursuant to a Charter Party (C/P) dated June 22, 2007. Attached is a copy of the confirmed C/P terms/fixture recap (Exhibit A). This C/P calls for English law and arbitration (Paragraph 3). The charterers paid a daily hire of \$38,000 per day for the first 50 days and \$40,000 per day for the balance of the C/P (Clause 10). As between the disponent vessel Owner and SEALINK under the above C/P, SEALINK assumed the responsibility of loading, stowing, trimming and discharging cargoes carried on the vessel.

7. At all material times, Plaintiff SEALINK had sub-voyage chartered the vessel DIMITRIS S to Defendant TIANJIN FE pursuant to a Fixture Note dated June 22, 2007 on FIOST terms. A copy of this confirmed fixture note is attached. (Exhibit B). This Fixture Note calls for English law and arbitration (Paragraph 23) and required Defendant TIANJIN FE to load, stow, discharge, lash and deliver the steel cargo referred to therein (Paragraphs 1, 2 and 8).

8. Pursuant to the aforementioned fixture note between SEALINK and TIANJIN FE, two shipments of 2741.945 MT and 2865.288 MT of steel ("SHIPMENTS") were loaded on board the DIMITRIS S at Xingang Tianjin, China for discharge at Liverpool, U.K. This is reflected in the on-board bills of lading No. 1 and 2 dated June 22, 2007. Both bills lading are attached (Exhibit C).

9. Pursuant to the fixture note and bills of lading, the DIMITRIS S was meant to carry the SHIPMENTS from China to the intended discharge Port of Liverpool U.K. On or about August 13, 2007, Plaintiff was advised that the Liverpool Port Authorities would not allow the vessel to berth and discharge the SHIPMENTS due to port congestion. Consequently, the

vessel proceeded to Teesport, U.K. on or about September 18, 2007 for discharging the SHIPMENTS. The Teesport Port Authorities allegedly found that the stowage of the SHIPMENTS, which was the obligation of Defendant TIANJIN FE, and had been performed by or on behalf of the Defendant TIANJIN FE, was unsafe for allowing discharge. Consequently, the vessel was turned away from Teesport, U.K.

10. The DIMITRIS S next proceeded to Flushing, The Netherlands, which was the next alternative port that would accept the vessel for discharge and thereafter transshipping of the SHIPMENTS to the U.K. Although the Defendant TIANJIN FE was responsible for discharging expenses under the Fixture Note, they refused to pay for discharging the vessel at Flushing, The Netherlands. Defendant TIANJIN FE further refused to pay the barging cost of transshipping the SHIPMENTS from Flushing to U.K., which was necessary in order to deliver the SHIPMENTS.

11. Under the circumstances, the Plaintiff was required to incur the cost of discharging at Flushing and transshipping the SHIPMENTS from Flushing to Liverpool, which cost totaled **\$2,440,374.24** as follows:

(a) Detention of the vessel while at Teesport until redelivery	\$920,000.00
(b) Extra bunkers used	\$ 50,000.00
(c) Transshipment costs	\$569,015.44
(d) Discharging costs	\$839,554.26
(e) Agency fee	\$ 61,804.54

12. Due to the alleged poor stowage of the vessel, which was the responsibility of the Defendant TIANJIN FE, the DIMITRIS S was required to discharge her cargo at Flushing and incur costs in having to barge the SHIPMENTS from Flushing to the U.K.

RULE B MARITIME ATTACHMENT

13. This action is brought in order to obtain security in favor of Plaintiff in respect to Plaintiff's claims against Defendant TIANJIN FE which are subject to arbitration in London pursuant to English law in accordance with the terms of the aforementioned Fixture Note and which, by virtue of its status as the *alter ego* of Defendant TIANJIN FE AGENCY, is also responsible (Exhibit B). This action is further brought to obtain security for any additional sums to cover Plaintiff's anticipated attorney fees and costs in the arbitration as well as interest, all of which are recoverable under English law.

14. Upon information and belief, and after investigation, neither Defendant TIANJIN FE nor Defendant TIANJIN FE AGENCY can be "found" within this District for purposes of Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims, but Plaintiff is informed that Defendants have, or will shortly have, assets within this District comprising, *inter alia*, cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, hire, of, belonging to, due or for the benefit of Defendants (collectively hereinafter "ASSETS"), including but not limited to ASSETS in either of their names or as may be held, received, or transferred for their benefit, at, moving through, or within the possession, custody or control of banking institutions or such other garnishees who may be served with a copy of the Process of Attachment issued herein.

15. The amounts of Plaintiff's claim sought to be attached pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims by Plaintiff against Defendants is:

- a. \$2,440,374.24 as set forth in paragraph 11 above, pertaining to the discharge of the SHIPMENTS at Flushing, The Netherlands and the transshipment by barge, discharge and delivery at the U.K.;

- b. Interest in the amount of \$439,267.35 calculated on the sum of \$2,440,374.24 at the rate of 6% per annum, compounded quarterly, for three years, the estimated time it will take to obtain a final arbitration award, which interest is recoverable in arbitration under English law;
- c. Estimated costs, including legal fees, of London arbitration, which are recoverable, in the amount of \$250,000.00.

For a total claim amount sought to be attached of **\$3,129,641.59**.

WHEREFORE, PLAINTIFF prays:

- a. That process in due form of a law according to the practice of this Court issue against Defendants TIANJIN FE and TIANJIN FE AGENCY, citing them to appear and answer the foregoing, failing which a default will be taken against them, jointly and severally, for the principal amount of the claim of \$2,440,374.24, plus interest, costs and attorney fees;
- b. That Defendant TIANJIN FE be compelled to respond in London arbitration;
- c. That if Defendants TIANJIN FE and TIANJIN FE AGENCY cannot be found within this District pursuant to Supplemental Rule B that all tangible or intangible property of said Defendants, up to and including the claim of **\$3,129,641.59** be restrained and attached, including, but not limited to any cash, funds, escrow funds, credits, debts, wire transfers, electronic funds transfers, accounts, letters of credit, of, belonging to, due or being transferred from or for the benefit of Defendants TIANJIN FE and TIANJIN FE AGENCY (collectively hereinafter, "ASSETS"),


including but not limited to such ASSETS as may be held, received, or transferred in their own names or as may be held, received or transferred for their benefit at, moving through, or within the possession, custody or control of banking institutions or even other garnishees who may be served with a copy of the Process of Attachment issued herein.

- d. That Plaintiff has such other, further and different relief as this Court may deem just and proper in the premises.

Dated: New York, New York
October 22, 2007

FREEHILL HOGAN & MAHAR, LLP
Attorneys for Plaintiff
SEALINK SHIPPING LTD.

By:



James L. Ross (JR 6411)
Pamela L. Schultz (PS 8675)
80 Pine Street
New York, NY 10005
Telephone: (212) 425-1900
Facsimile: (212) 425-1901

ATTORNEY VERIFICATION

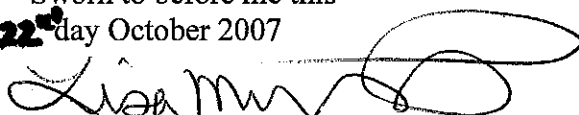
State of New York)
) ss.:
County of New York)

JAMES L. ROSS, being duly sworn, deposes and says as follows:

1. I am a member of the law firm of Freehill Hogan & Mahar, LLP, attorneys for Plaintiff in this action, I have read the foregoing Verified Complaint and know the contents thereof, and the same is true to the best of my knowledge, information and belief.
2. The sources of my information and the grounds for my belief are communications from our client and documents provided by our client regarding the claims.
3. The reason this Verification is made by an attorney and not by the Plaintiff is because the Plaintiff is a foreign entity, none of whose officers are presently within this Judicial District.


James L. Ross

Sworn to before me this
22nd day October 2007


Notary Public

Lisa M. Morales
Notary Public, State of New York
No. 01MO6162004
Qualified in the Bronx
Commission Expires Feb. 26, 2011

EXHIBIT “A”

Nicholas Woo

From: mary zhou [sealink@sea-link.com.cn]
 Sent: 24 September 2007 11:01
 To: Nicholas Woo
 Subject: mv dimitris s/sealink clean recap

NICHOLAS/MARY

RE: MV DIMITRIS S

ATTACHED PLS FIND RECAP FOR ABV VSL

QTE

----- Original Message -----

From: "Max Chen" <charteringasia@ssyhandy.com>
 Sent: Friday, June 22, 2007 8:41 PM
 Subject: (EÖDÇiäE~'EÖE~p;ÉAUËÇÄ~»eÖE~p)mv dimitris s/sealink clean recap

> FROM: Simpson Spence & Young Hong Kong Ltd, Handy Dept
 > TEL: (852) 2521 1141
 > REF: MAXC49835535
 > DATE: 22/06/2007
 >
 >
 > mary/max
 >
 > confirm clean fixture with cp dated 22jun 2007
 >
 >
 > 1. DESCR
 >
 >
 >
 > MV DIMITRIS S EX STAR CARIBBEAN
 >
 > GREEK FLAG / BULKCARRIER / BLT MAY 2004
 >
 > 48.821 MTS DWAT ON 11.623 M SSW DRFT
 >
 > GRAIN : 61553.2 CUBM (FOR ENDS TRIMMED)
 >
 > BALE : 59844.3 CUBM
 >
 > GEAR : 4 X 30 TS CRANES
 >
 > GRT : 28171 TONS / NRT: 16065 TONS
 >
 > LOA : 189.96 M
 >
 > BEAM : 32.20 M
 >
 > 5 HO/HA - HA DIMS :NO.1 : 17.6 M X 17.0 M
 >
 > NO.2/3/4/5: 20.00 M X 17.0 M
 >
 > TYPE OF HATCH COVERS: END FOLDING 4 PANELES TYPE
 >
 > SPD/CONS IN GOOD WEATHER CONDITIONS I.E.
 >
 > UPTO BEAUFORT FORCE 4 AND DOUGLAS SEA STATE 3 AND NO ADVERSE CURRENT.
 >
 > SPEED/CONS :ABT 13.7 KNOTS LADEN / ABT 14.2 KNOTS BALLAST.
 >
 >
 > ABT 27.6 MTS IFO 380 CST, PLUS 1.7 MTS
 >
 >

> IFO 380 CST FOR D/G AND 0.2 MDO AT SEA.
>
> IN PORT CONS (IDLE/8HR/24HR WRK) :IDLE 3.2 MTS IFO 380 AND 5.5 MTS
>
> IFO 380 WHEN GEAR IS WORKING.
>
>
> MDO (DMB OR M2) WILL BE REQUIRED WHEN MANEUVERING, ENTERING/LEAVING
> PORT AND IN EMERGENCY.
>
> ALL DETS ABT
>
>
>
> FOR
>
>
>
> 2. ACCT SEALINK SHIPPING LTD.FULLSTYLE RVT
>
>
>
> 3. NEGOGES AND FIXTURE IS MADE IN ACCORDANCE WITH ENGLISH LAW.
>
> ENGLISH LAW TO APPLY. ARB, IF ANY, TO BE IN LONDON
>
>
>
> 4. DELY DLOSP SP LONGKOU ATDNHINC ATDNHINC
>
>
>
> 5. LAYCAN 25 JUNE 00.01 HRS / 30 JUNE 24.00HRS 2007
>
>
>
> 6. 1 TCT WITH BULK/GENERAL HARMLESS/LAWFUL CARGO(ES) DURATION ABOUT
> 60-70 DAYS WOG
>
>
>
> 7. VSL TO TRADE WW ALWAYS VIA SAFE N ICE FREE BERTHS, ANCHORAGES , PORTS
>
> IN/OUT GEOGRAPHICAL ROTATION AT/OFF ROUTE ALWAYS TRADING WITHIN
> IWL.
>
> ROUTING IN CHARTERERS OPTION.
>
>
>
> VSL ALWAYS AFLOAT EXCEPT IN EAST COAST SOUTH AMERICAN, BUENAVENTUA,
>
> WHERE NAABSA AS PER NYPE TO APPLY
>
>
>
> BREACH OF IWL
>
> -----
>
> CHARTERERS SHALL HAVE THE OPTION OF BREACHING I.W.L AFTER THE 1ST
> APRIL 07
>
> PROVIDED VSL WILL TRADE ONLY VIA ICE FREE PORTS/PLACES/
> ANCHORAGES/AREAS
>
> AND AFTER OBTAINING OWNERS' CONSENT AND APPROVAL .
>
> THE VSL TO TRADE ALWAYS VIA ICE FREE PORTS/PLACES/ ANCHORAGES/AREAS.
>

> IF THE VESSEL IS ORDERED TO TRADE IN AREAS WHERE VESSEL TO BREACH
 >
 > I.W.L., AND EXTRA INSURANCE APPLICABLE BY OWNERS' HULL AND MACHINERY
 >
 > UNDERWRITERS, (AT THE TIME OF FIXING IS APPARENT AND ACKNOWLEDGED BY
 >
 > CHARTERES THAT SOME OF THE INTENDED TRADE AREAS ARE SUBJECT TO EXTRA
 >
 > INSURANCE) CHARTERERS SHALL REIMBURSE OWNERS FOR ANY SUCH ADDITIONAL
 >
 > INSURANCE HULL AND MACHINERY PREMIUM, NOT EXCEEDING THE LLOYDS OF
 >
 > LONDON MARKET INCLUDING DISCOUNTS.
 >
 > THE AMOUNTS OF SUCH PREMIUMS ARE PAYABLE BY CHARTERES TO OWNERS,
 >
 > SEPARATELY FROM HIRE PAYMENTS, IMMEDIATELY AFTER RECEIPT OF OWNERS'
 >
 > INVOICE ON FAX ENCLOSING QUOTATION RECEIVED FROM THEIR UNDERWRITERS.
 >
 > OWNRES SHALL SEND COPIES OF THE ORIGINALS OF SUCH DOCUMENTS/
 >
 > /UNDERWRITERS INVOICE TO CHARTERERS ONCE IN HAND AND ANY DIFFERENCE
 >
 > TO BE ADJUSTED ACCORDINGLY. DISCOUNT EVENTUALLY OBTAINED PREMIUM IF
 >
 > ANY, TO BE PASSED ON TO CHARTERERS.
 >
 > THE VSL NEVER TO FORCE ICE NOR TO FOLLOW ICEBREAKERS.
 >
 >
 >
 > - TRADING EXCL:
 >
 > ISRAEL/CUBA/LAKES/FORMER JUGO HOWEVER SLOVENIA,CROATIA TO BE
 > ALLOWED/
 >
 > ALBANIA/ T.O.CY/SIERRA LEONE/LIBERIA/DEMOCRATIC REPUBLIC OF CONGO/
 >
 > ERITREA/ICELAND/SOMALIA/B'DESH/ N.KOREA/IRAQ/
 >
 > GREENLAND/CIS PACIFIC/CAMBODIA/GUINEA-BISSAU /YEMEN/DENMARK/
 >
 > LEBANON/MAURITANIA/NAURU/SYRIA/ANY WAR COUNTRY ,ALL COUNTRIES
 > EXCLUDED
 >
 > BY THE FLAG STATE AND/OR UNDER UN EMBARGO AND ANY COUNTRY WHICH
 >
 > DOES NOT ACCEPT THE VESSEL'S FLAG TO TRADE TO ITS PORTS.
 >
 >
 >
 > *LYBIA ALLOWED ONLY FOR LOADING
 >
 >
 >
 > *TRADING TO RIVER AMAZON IS PERMITTED BUT UPTO AND INCLUDING
 > ITACOATIARA.
 >
 >
 >
 > *JAPANESE PORTS AFFECTED BY ASIAN GYPSY MOTH TO BE EXCLUDED
 >
 >
 >
 >
 > *NO DIRECT TRADE BETWEEN PRC/TAIWAN
 >
 >
 >
 > *EXTRA WAR RISK INSURANCE INCL B+T+CREW BONUS TO BE FR CHRTS ACCT BUT
 >

> SAME NOT TO EXCEED THAT WHICH WOULD BE QUOTED ON THE LONDON MARKET
>
>
>
> CONWARTIME 2004 TO APPLY
>
>
>
> *CHARTERERS TO KEEP OWNERS INFORMED WELL IN ADVANCE, IF PORT (S) OF
>
> CALL AND/OR CANALS REQUIRE ANY INSPECTION OR OTHER CERTIFICATES WHICH
>
> ARE NOT ISSUED OR REQUIRED AT THE TIME OF FIXING.
>
>
>
> *VESSEL NOT TO FORCE ICE NOR TO FOLLOW ICEBREAKERS
>
>
>
> 8.REDEL DLOSP OR PASSING ISP :
>
> SKAW/GIB RGE INCL UK/CONT
>
>
>
> 9.VESSEL TO TRADE ALWAYS WITH
> LAWFUL/HARMLESS/NON-DANGEROUS/NON-CORROSIVE/
>
> NON INFLAMMABLE/NON-INJURIOUS/NON-HAZARDOUS/NON-OILY/NON-COMBUSTIBLE
>
> CARGOES AND ALWAYS IN STRICT CONFORMITY WITH VESSEL'S CERTIFICATE
>
> OF COMPLIANCE FOR CARRIAGE OF SOLID BULK CARGOES AND SPECIFICALLY
>
> NONE OF THE FOLLOWING CARGOES LISTED BELOW ARE TO BE LOADED DURING
> THE
>
> CURRENCY OF THIS CHARTER:
>
>
>
> ASPHALT, PITCH, SCRAP INCL TURNINGS, MOTOR BLOCKS, SHAVINGS,
>
> NAPHTHA, SODA ASH, NIGERSEED EXPELLERS, PETROLEUM
>
> OR ITS LIQUID PRODUCTS, HIDES, BULK AMMONIUM NITRATE
>
> EXPLOSIVES, NUCLEAR MATERIAL, CALCIUM CARBIDE, ALL INJU-
>
> RIOUS AND DANGEROUS CARGOES, CHARCOAL, ARMS, AMMUNITIONS,
>
> DYNAMITE, TNT, DETONATORS, BOMBS, BLACK POWDER, BLASTING
>
> CAPS, NITROGLYCERINE, INFLAMMABLE CARGOES, CREOSOTE OR CRE-
>
> OSOTED GOODS, FERROSILICON, TAR OR ANY OF ITS PRODUCTS,
>
> BORAX IN BULK, CARS/VEHICLES/TRAILERS/ CARAVANS, CONTAINERS,
>
> YACHTS, LOCOMOTIVES/RAILWAY WAGONS/ MOBILE OR
>
> PREFABRICATED HOUSES, CHARCOAL IN GUNNY BAGS, TALC, CLAY,
>
> COPRA AND ITS PRODUCTS, CORROSIVES, HOT BRIQUETTED IRON,
>
> COPRA, OR ITS PRODUCTS, DIRECT REDUCED IRON, SPONGE IRON,
>
> ASBESTOS, CALCIUM HYDROCHLORIDE, BONES, QUEBRACHO, LIVESTOCK,
>
> COCOA, LOGS, IRON BRICKETS, OILCAKES, FISHMEAL, SULPHUR,

>
 > OIL SEEDS, SUNFLOWER SEED EXPELLERS, MANIOC OR MANIOC PELLETS,
 >
 > CLAY, TOBACCO, MILLED RICE, RICE BRAN, GASEOUS COAL,
 >
 > GASOLINE, CALCIUM HYPOCHLORIDE AND ALL HYPOCHLORIDE SOLUTIONS,
 >
 > SPENTOXIDE, NEFILINE SYENITE, ZINC ASHES, POTASSIUM NITRATE,
 >
 > SODIUM SULPHATE, NIGERSEEDS, NITRATE OF SODA, COCOA, COFFEE, COTTON,
 >
 > CEMENT, PETCOKE, SLAG, CLINKER, PIG IRON, ALL BAGGED
 >
 > CARGOES AND CARGOES REQUIRING EL VENT OR A60 INSULATION
 >
 > BETWEEN ENGINE ROOM AND HOLD NO 5.
 >
 >
 >
 > IMO CARGOES CLASSED 1 TO 7 ALWAYS TO BE EXCLUDED.
 >
 >
 >
 > PETCOKE / CONCENTRATES / ALUMINA / COAL TO BE ALLOWED PROVIDED THAT
 >
 > PREPARED/LOADED/STOWED/TRIMMED/CARRIED AND DISCHARGED STRICTLY
 >
 > IN ACCORDANCE TO LATEST IMO AND/OR ANY OTHER LATEST
 >
 > REGULATIONS/RULES APPLICABLE TO SUCH CARGO.
 >
 >
 >
 > PETCOKE MENTIONED HEREIN IS ONLY LIMITED TO THE TYPE OF
 >
 > NON-HAZARDOUS/ NON-DANGEROUS GREEN DELAYED TYPE AND/OR CALCINED
 >
 > TYPE.
 >
 > (IF PETCOKE WILL BE INTERMEDIATE CARGO THEN AFTER DISCHARGE OF
 > PETCOKE,
 >
 > CHRTS TO ARRANGE AT THEIR EXPENSE/TIME ANY ADDITIONAL/SPECIAL
 > WASHDOWN
 >
 > OF HOLDS CARRYING SUCH CARGO BY CHEMICALS, AS MASTER REASONABLY
 > CONSIDERS
 >
 > NECESSARY.
 >
 >
 >
 > CARGOES FOR WHICH APPENDIX B CERTIFICATED REQUIRED OR ANY OTHER
 >
 > EXPLOSIVE, COMBUSTIBLE, INJURIOUS, CORROSIVE, INFLAMMABLE OR
 >
 > DANGEROUS GOODS AND ANY OTHER CARGOES AFFECTING IMMEDIATELY OR
 >
 > LONG TERM THE SAFETY OF THE VESSEL TO BE EXCLUDED.
 >
 >
 >
 > NO DECK CARGO ALLOWED
 >
 >
 >
 > SOUTH AMERICAN OR USA GRAIN TC CLAUSE:
 >
 > NOTWITHSTANDING ANYTHING MENTIONED HEREIN, OWNS CFM VSSL IS SUITABLE
 >
 > FOR AND ALLOWED TO CARRY ANY KIND OF GRAIN/GRAIN PRODS, AGRIPRODS,

>
 > INCL MEALS, PELLETS AND EXPELLERS PROVIDED THEY ARE NOT WITHIN
 > APPENDIX B
 >
 > CATEGORY.
 >
 > SUNFLOWERSEED EXPELLERS AND ALL KIND OF EXPELLERS TO BE ALWAYS
 > EXCLUDED.
 >
 >
 >
 >
 > COKE TO BE ALLOWED PROVIDED LOADED, CARRIED, DISCHARGED AS PER LATEST
 > IMO REGULATIONS/ RECOMENDATIONS
 >
 >
 >
 > - COAL IN BULK ALLOWED
 >
 > -----
 >
 > SUCH CARGO TO BE LOADED, STOWED, TRIMMED, DISCHARGED STRICTLY IN
 > ACCORDANCE TO LATEST I.M.O. ANY/OR ANY OTHER LATEST
 > REGULATIONS/RULES
 >
 > APPLICABLE TO SUCH CARGO.
 >
 >
 >
 >
 > - IN CASE OF STEEL CARGOES FOLL TO APPLY
 >
 > -----
 >
 > IN THE EVENT THAT STEEL CARGO IS LOADED UNDER THIS CHARTER THE
 > OWNS HAVE THE OPTION TO APPOINT A SURVEYOR THROUGH THEIR P+I CLUB
 >
 > TO CARRY OUT A PRE-LOADING CONDITION SURVEY ON THE CARGO. IF THIS
 >
 > OPTION IS EXERCISED THE COST OF SUCH SURVEY IS TO BE FOR CHRTS ACCT
 >
 > AND CHRTS ARE TO BE PROVIDED WITH A COPY OF THE RELEVANT SURVEY
 >
 > REPORT UPON REQUEST.
 >
 >
 >
 > NO CALIFORNIA BLOCK STOWAGE ALLOWED
 >
 >
 >
 > STEEL SLABS
 >
 > =====
 >
 > (A) CHARTERERS ARE ALLOWED TO LOAD STEEL SLABS. IN THE UNLIKELY EVENT
 >
 > OF ANY PROBLEMS ENROUTE TO DISCHARGE PORTS THAT INVOLVE THE CARGO
 >
 > SHIFTING OR BECOMING UNSECURED / UNSTABLE, IT IS CLEARLY UNDERSTOOD
 > THAT
 >
 > THE MASTER HAS THE RIGHT TO DEVIATE TO A NEARBY SUITABLE PORT /PLACE
 > WHICH
 >
 > MASTER THINKS APPROPRIATE. ANY COST CONNECTED WITH THE RESTOWAGE OF

> THE
 >
 > CARGO TO BE ARRANGED BY THE CHARTERERS.
 >
 >
 > (B)THE STEEL SLABS ARE TO BE STOWED, LOADED AND DISCHARGED STRICTLY IN
 > ACCORDANCE WITH CUSTOM OF TRADE AND LOCAL REGULATIONS, INCLUDING
 > VERTICAL
 >
 > BLOCK STOW IF REQUIRED BY SHIPPERS/RECEIVERS, AND CARGO IS TO BE
 > PROPERLY
 >
 > DUNNAGED, CHOKED UP, LASHED AND SECURED TO MASTER'S SATISFACTION AT
 >
 > CHARTERERS'RISK AND EXPENSES.
 >
 > CHARTERERS MUST SUPPLY SUFFICIENT DUNNAGE, LASHING MATERIALS FOR
 > LOADING
 >
 > SUCH CARGO.
 >
 >
 >
 > (C)CHARTERERS AND/OR SHIPPERS AND/OR RECEIVERS AT THEIR EXPENSE AND
 > TIME TO APPOINT LOCAL SURVEYOR / SUPERCARGO AT LOADING PORT, WHO IS TO
 >
 > GIVE ASSISTANCE / ADVICE TO THE MASTER DURING LOADING OPERATION.
 >
 >
 >
 > =CONCENTRATES
 >
 > -----
 >
 > FOR LOADING CONCENTRATES, THE STOWAGE TO BE WITHIN
 >
 > VESSEL'S STRENGTH. ALL NECESSARY SEPARATION, IF REQUIRED, TO BE
 >
 > PROPERTY ERECTED UP TO SURVEYOR'S AND MASTER'S SATISFACTION AT
 >
 > CHARTERERS' EXPENSE AND TIME AND CARGO TO BE LOADED, STOWED,
 >
 > SEPARATED, TRIMMED AND DISCHARGED ETC., ACCORDING TO LATEST IMO
 >
 > AND LOCAL AUTHORITY'S REGULATIONS AT MASTER'S REQUEST. CHARTERERS
 >
 > TO ALLOW OWNERS TO APPOINT P. AND I. SURVEYOR OR INDEPENDENT
 >
 > SURVEYOR TO SUPERVISE LOADING, STOWING, EXECUTION OF SEPARATION
 >
 > ETC., TO SURVEYOR'S AGREEMENT AND MASTER'S SATISFACTION AT CHRRS'
 >
 > TIME AND EXPENSE.
 >
 >
 >
 > CHARTERERS TO SUPPLY VESSEL WITH SHIPPERS' CERTIFICATE OF TRANS-
 >
 > PORTABLE MOISTURE LIMIT AND CARGO MOISTURE CONTENT EVIDENCING
 >
 > CARGO COMPLIANCE WITH LATEST IMO REGULATIONS. AFTER LOADING,
 >
 > CARGO MUST BE PROPERLY TRIMMED AT CHARTERERS' TIME AND EXPENSE
 >
 > TO SURVEYOR'S SATISFACTION.
 >
 >
 >
 >

> IT IS UNDERSTOOD THAT LOADING TERMS FOR LOADING CONCENTRATES TO
 >
 > BE WEATHER WORKING DAYS. DURING LOADING, MASTER HAS THE RIGHT
 >
 > TO STOP LOADING AND CLOSE THE HATCHES IF RAIN AFFECTS CONCENTRATES.
 >
 >
 > MOISTURE CONTENT - ANY SUCH STOPPAGE IS NOT CONSIDERED TO BE OFF-
 >
 > HIRE UNDER THIS CHARTER PARTY.
 >
 >
 >
 > 10.HIRE USD 38,000 FOR FIRST 50 DAYS AND USD 40,000 FOR BALANCE INCL.
 > OVERTIME
 >
 > PER DAY OR PRO RATA LESS COMMISSION TO BE PAID EVERY 15 DAYS IN
 > ADVANCE.
 >
 >
 >
 > 1ST HIRE PLUS BUNKERS ON BOARD ON DELIVERY TO BE PAID WITHIN 3
 >
 > BANKING DAYS AFTER DELIVERY.
 >
 >
 > 11.BUNKER CL:
 >
 > BOB ON DELY IFO ABT 1000 TNS N MDO ABT 105 MTS +
 >
 > VSL TO BE REDELIVERED WITH IFO ABT THE SAME QTIES AS ON BOARD ON DELY
 >
 > AND MDO AS ON BOARD WITHOUT REPLENISHING.
 >
 > CHRTS ON DELY TOGETHER WITH THE PAYMENT OF THE 1ST 15 DAYS HIRE
 >
 > TO PAY FR VALUE OF BUNKERS ON BOARD .
 >
 > BUNKER PRICES BENDS :IFO USD 380. PER TON / MDO USD 650 PER
 > TON.RVRTNG
 >
 > OWS HV THE RIGHT TO SUPPLY BUNKERS TO THE VSL FOR THEIR OWN ACCT
 >
 > WITHOUT INTERFERENCE TO VSL'S OPERATION CONCURRENTLY WHEN CHRTS
 >
 > WILL SUPPLY BUNKERS .
 >
 > CHTRS ARE ENTITLED TO DEDUCT VALUE OF REDELY BUNKERS FROM LAST
 >
 > SUFFICIENT HIRE PAYMNT(S) .
 >
 > CHOPT TO SUPPLY 180 CST RMF25 IN SAFR WHERE NO 180 CST RME25 AVAIL
 >
 >
 >
 > 12.FINAL HOLDS CLEANING
 >
 > -----
 >
 > CHOPT REDELIVERING VESSEL UNCLEAN: PAYING USD 5000 ILOHC ,IF LAST
 >
 > CARGO IS PETCOKE LPSM USD 17500
 >
 >
 >
 > 13.DUNNAGE REMOVAL FROM HOLDS TO THE MAIN DECK TO BE CARRIED OUT
 >
 > BY CREW IF THE SAME PERMITTED BY LOCAL/SHORE REGULATIONS HOWEVER
 >

> CHRTS TO ARRANGE DUNNAGE DISPOSAL AT THEIR OWN COST N TIME AT
 >
 > THE DISCH PORT
 >
 >
 >
 > 14.VICTUALLING/MESSAGE ETC: CHRTS PAYING USD 1,250 MONTH OR PRORATA.
 >
 >
 >
 > 15.BIMCO ISPS/MTSA CL FOR TC PARTIES 2005 TO APPLY
 >
 > BIMCO US CUSTOMS ADVANCE NOTIFICATION/AMS CL FOR T/C TO APPLY
 >
 > BIMCO ISM CL TO APPLY
 >
 > BIMCO FUEL SULPHUR CONTENT CLAUSE FOR TC PARTIES REVISED 2005 TO
 > APPLY.
 >
 > BIMCO STOWAWAY CL TO APPLY
 >
 >
 >
 > ALL ABOVE TO BE INCORPORATED IN THE CP
 >
 >
 > WPM - U.S. REQUIREMENTS
 >
 > =====
 >
 > CHARTERERS TO COMPLY WITH WOOD PACKING MATERIALS (WPM) US
 > REGULATIONS
 >
 > I.E DUNNAGE SUPPLIED TO THE VESSEL MUST BE:
 >
 > A) HEAT TREATED OR
 >
 > B) FUMIGATED WITH METHYL BROMIDE AND MARKED WITH AN APPROVED
 > INTERNATIONAL
 >
 > MARK CERTIFYING TREATMENT.
 >
 > C) A FUMIGATION CLEARANCE CERTIFICATE SHALL BE PROVIDED TO THE
 > MASTER
 >
 > UPON DELIVERY OF DUNNAGE FOR CARGO SECURING AND EACH PIECE SHALL
 >
 > BE IPPC CERTIFIED .
 >
 >
 >
 > 16.BRAZIL TRADE
 >
 > CHARTERERS UNDERTAKE TO COMPLY WITH BRAZILIAN CUSTOMS AUTOMATIC
 >
 > MANIFEST SYSTEM AND HOLD OWNERS HARMLESS FROM AND TAKE OVER
 >
 > RESPONSIBILITY FOR ALL CLAIMS WHATSOEVER WHICH MAY ARISE
 >
 > AND BE MADE AGAINST THEM AS A RESULT OF CHARTERERS FAILURE
 >
 > TO COMPLY WITH SUCH REGULATIONS AND VESSEL TO REMAIN ON HIRE.
 >
 >
 >
 > 17.BOTTOM CLEANING
 >
 > SHOULD THE VESSEL STAY IN LOADING/DISCHARGING PORTS FOR MORE THAN 30
 > DAYS
 >

> WHILST UNDER CHARTERERS' SERVICE AND AS A RESULT OF THAT IS SUBJECT TO
 >
 > UNDERWATER GROWTH, BARNACLES, ETC.. THE OWNERS/VESSEL ARE NOT TO BE
 > HELD
 >
 > RESPONSIBLE FOR ANY DEFICIENCY IN SPEED/CONSUMPTION OF FUEL IN SUCH A
 > CASE.
 >
 > UNDERWATER CLEANING/SCRUBBING TO BE ARRANGED BY OWNERS AT CHARTERERS'
 > TIME AND
 >
 > EXPENSE.
 >
 >
 >
 >
 > 18.SALE OF THE VESSEL
 >
 > OWNERS HAVE THE RIGHT TO CHANGE VESSEL'S OWNERSHIP, FLAG. CLASS
 >
 > REGISTRY AND OR MANAGEMENT AT ANY TIME DURING THE CURRENCY OF THIS
 >
 > CHARTER PARTY, SUBJECT TO CHARTERERS' APPROVAL WHICH IS NOT TO BE
 >
 > UNREASONABLY WITHHELD. THE LEVEL, STANDARD AND QUALITY OF ANY
 > POTENTIAL
 >
 > NEW OWNER, MANAGER OF THE VESSEL WILL BE FACTORS TO BE CONSIDERED
 >
 > BY CHARTERERS AT THE TIME OF GIVING THEIR APPROVAL.
 >
 > OWNERS TO GIVE CHARTERERS AN ABOUT 50 DAYS ANTICIPATED NOTICE OF ANY
 >
 > CHANGE. VESSEL TO REMAIN UNDER HIRE TO CHTRS AS PER TERMS AND
 > DURATION
 >
 > AGREED UNDER THIS CHARTER IF SOLD.
 >
 > IT IS UNDERSTOOD THAT EVENTUAL CHANGE OF FLAG WILL NOT AFFECT
 > PRESENT
 >
 > TIMECHARTER RATE AND WILL NOT AFFECT CARGO AND TRADING AS AGREED
 >
 > WITHIN PRESENT CHRTER PARTY. ALL EXTRA COSTS DIRECTLY ARISING FROM
 >
 > CHANGE OF OWNERSHIP/FLAG/CLASS/REGISTRY, IF ANY, WILL BE FOR OWNS
 >
 > ACCOUNT.
 >
 > ALL EXTRA COSTS AND TIME FOR CHANGING OWNERSHIP TO BE FOR OWRS
 > 'ACCT.
 >
 >
 >
 > 19. "BILLS OF LADING WEIGHT IS TO BE CHECKED AGAINST A JOINT
 >
 > DRAFT SURVEY AT LOAD PORT(S). IF BILL OF LADING AND DRAFT
 >
 > SURVEY FIGURES, CARRIED OUT AT LOADING PORT(S), ARE NOT
 >
 > COMPATIBLE, VESSEL WILL NOT BE RESPONSIBLE FOR CARGO
 >
 > SHORTAGE CLAIMS THAT MAY ARISE AT THE DISCHARGING
 >
 > PORT(S) AS A RESULT OF SUCH WEIGHT DIFFERENCE BETWEEN
 >
 > BILLS OF LADING AND DRAFT SURVEY FIGURES. IN THAT CASE
 >
 > SHORTAGE CLAIM(S) TO BE HANDLED DIRECTLY BY CHRTRS".
 >

>
>
> 20.
>
>
>
> FUEL OIL CONTROL BY CA
>
> -----
>
> OCEAN GOING VESSELS WHILE THEIR AUXILIARY DIESEL ENGINES ARE
>
> OPERATING WITHIN THE REGULATED CALIFORNIA WATERS(''REGULATED
> CALIFORNIA
>
> WATERS'' IS A ZONE OFF CALIFORNIA'S COAST THAT IS APPROXIMATELY 24
>
> NAUTICAL MILES OFFSHORE STARTING AT THE CALIFORNIA-OREGON BORDER AND
>
> ENDING AT THE CALIFORNIA-MEXICO BORDERS) WILL BURN MARINE GAS
>
> OIL(DMA) OR MARINE DIESEL OIL (DMB) AT OR BELOW 0.5% SULPHUR.
>
> IF CHRTS ELECT TO TRADE VESSEL AT CALIFORNIA WATERS, THEY WILL SUPPLY
> VESSEL
>
> WITH SUFFICIENT QUANTITIES OF MARINE DOIL WITH ABOVE
> CHARACTERISTICS, IN
>
> ORDER VESSEL COMPLY WITH CALIFORNIA REGULATIONS, WHICH EFFECTED ON
>
> 1ST JAN 07.
>
>
>
>
> 21. CLAUSE FOR TRADING TO NIGERIA:
>
> -----
>
>
> CHARTERERS ARE TO OBTAIN AT THEIR EXPENSE A VALID NIGERIAN PORT
> AUTHORITY
>
> SHIP ENTRY NUMBER (NPA/SEN NUMBER) AS REQUIRED UNDER NIGERIAN
> REGULATIONS.
>
> THIS NUMBER IS TO BE NOTIFIED TO THE MASTER AND OWNERS NOT LESS THAN
> 24
>
> HOURS BEFORE THE VESSEL IS DUE TO ENTER NIGERIAN TERRITORIAL WATERS
> FAILING
>
> WHICH OWNERS/THE MASTER HAVE THE OPTION TO STOP THE VESSEL OUTSIDE
> NIGERIAN
>
> TERRITORIAL WATERS UNTIL THE NUMBER IS RECEIVED. IF THIS OPTION IS
> EXERCISED
>
> THE VESSEL IS TO REMAIN FULLY ON HIRE AND ALL TIME LOST, ALL EXTRA
> EXPENSES
>
> INCURRED AND ANY AND ALL CLAIMS ARISING AS A RESULT OF THE DELAY, ARE
> TO BE
>
> FOR CHARTERER'S ACCOUNT.
>
> ADDING:
>
> VLSL HOLDS ON DELY TO BE CLEAN SWEEP AND DRIED UP SO AS TO RCVE
> CHTS INT CGOES IN ALL RESPECTS FREE OF SALT, LOOSE RUST,
> LOOSE SCALE
>
> AND PREVIOUS CGO RESIDUE TO THE SATISFACTION OF THE ON-HIRE

> SURVEYOR. IF
 > VSL FAILS TO PASS ANY HOLDS INSPECTION AS ABV THE VSL TO BE
 > PLACED
 > OFF-HIRE FM
 > THE TIME OF FAILURE OF SURVEY UNTIL THE TIME VSL PASSES THE
 > SAME
 > INSPECTION N
 > ANY EXPS/TIME DIRECTLY INCURRED THEREBY FOR OWS ACCT
 >
 >
 >
 >
 >
 >
 > 23. 3.75%ADD COM + 1.25%SSY HK
 >
 >
 >
 > 24. OWISE AS PER OWNS MV ''CHRYSOULA S ''/ACCT DEIULEMAR CP DD
 > 23/2/2007
 >
 > LOGICALLY AMENDED AS PER ABOVE M/T RECAP AND WITH FOLL ADDITIONS/
 > ALTERATIONS/AMENDMENTS:
 >
 >
 > -L.2 DISPONENT OWNERS INTERNATIONAL HANDYMAX CARRIERS LTD., HONG KONG
 >
 >
 >
 > -L.21 DELETE ''DELIVERY OR ''
 >
 >
 >
 > -L.96 DELETE ''15/10/5 AND 3'' INSERT ''ON FIXING ''
 >
 > VSLs CURRENT POSITION:17 45 E / 36 25 N .
 >
 >
 > -L 98. DELET" UNLESS RESULTING FROM INHERENT VICE
 >
 >
 > -CL 59 DELETE ''THIS CLAUSE IS ALSO TO BE APPLIED FOR CARGO CLAIMS AT
 >
 > BANGLADESH '' (N/A AS B'DESH IS EXCLUDED)
 >
 > -CL 60 DELETE "THE STANDARD" ADD "TO BE ADVISED"
 >
 >
 > -CL 78 OWS BANK :
 >
 > REVERTING
 >
 >
 >
 > -CL 120 TO BE DELETED
 >
 >
 >
 > -CHRTS ADD CL HOLD WASHINGS :
 >
 > =====
 >
 > DURING THE CURRENCY OF THIS CHARTER THERE MAYBE OCCASIONS WHERE DUE TO
 >
 > PORT REGULATIONS OR COMMERCIAL CONSIDERATIONS OWNERS WILL BE REQUESTED
 >
 > TO PERMIT THE RETENTION OF VESSEL'S HOLD WASHINGS IN THEIR VESSEL'S
 >
 > DOUBLE BOTTOM TANKS FOR A BRIEF PERIOD. THIS REQUEST WILL ONLY BE MADE

> WHEN IT IS EITHER IMPOSSIBLE TO DISPOSE OF WASH WATER DUE TO LOADING
> IN THE
>
> SAME GEOGRAPHICAL AREA WITHOUT AN OFFSHORE BALLAST PASSAGE OR IF
>
> DISPOSAL IS DEEMED PROHIBITIVELY EXPENSIVE. SAID WASHING WILL BE
>
> RETAINED FOR AN ABSOLUTE MINIMUM OF TIME AND TREATED WITH EITHER SUGAR
>
> IN THE CASE OF CEMENT OR A BIODEGRADABLE COMPOUND IN THE CASE OF OTHER
>
> CARGOES AT CHARTERER'S TIME AND EXPENSE TO ENSURE THE TANKS CAN BE
> CLEARED
>
> OF ALL RESIDUE EASILY. CHARTERERS WILL BEAR ALL RISK OF ANY SHORT
> LOADING
>
> CLAIMS WHICH MAYBE BROUGHT BY SUBSEQUENT CHARTERERS DUE TO THIS
> REQUEST.
>
>
>
> END

BEST REGARDS

> MAX CHEN
> SSY HONGKONG
> TEL:00852-2521 1141
> MOB:00852-6199 0898

> Details of SSY's Registered Offices can be found at
> <http://www.ssyonline.com/Terms.html>

>UNQTE

3/RGDS.

MARY ZHOU
SEALINK

EXHIBIT “B”

-- FIXTURE/FAREAST --

1/4

新港/L.pool, UK

(Signature)

2741.945 MT
2865.288 MT > L.pool

FIXTURE NOTE

DATE: 22 JUN, 2007

① + ②

IT IS ON THIS DAY MUTUALLY AGREED BETWEEN SEALINK SHIPPING LTD (AS OWNERS) AND TIANJIN FAREAST INTL.FORWARDING CO.,LTD (AS CHARTERERS) THE FOLLOWING CONDITIONS AND TERMS:

OWNER: SEALINK SHIPPING LTD

CHARTERER: TIANJIN FAREAST INTL.FORWARDING CO.,LTD

PERFORMING VSL: MV DIMITRIS SEX STAR CARIBBEAN

GREEK FLAG / BULK CARRIER / B/LT MAY 2004

48.821 MTS DWAT ON 11.623 M SW DRET

GRAIN : 61533.2 CUBM (FOR ENDS TRIMMED)

BALE : 59844.3 CUBM

GEAR : 4 X 30 TS CRANES

GRT : 28171 TONS / NET: 16065 TONS

LOA : 189.96 M

BEAM : 32.20 M

5 HO/HB - HADIMS NO.1 : 17.6 M X 17.0 M

NO.2/3/4/5: 20.00 M X 17.0 M

TYPE OF HATCH COVERS: END FOLDING 4 PANELS TYPE

SPD/CONS IN GOOD WEATHER CONDITIONS I.E.

UPTO BEAUFORT FORCE 4 AND DOUGLAS SEA STATE 3 AND NO ADVERSE CURRENT.

SPEED/CONS (BT 13.7 KNOTS LADEN / BT 14.2 KNOTS BALLAST.

BT 27.6 MTS IFO 380 CST, PLUS 1.7 MTS

IFO 380 CST FOR D/G AND 0.2 MDO AT SEA.

IN PORT CONS (IDLE/8HR/24HR WRK) : IDLE 3.2 MTS IFO 380 AND 0.5 MTS

IFO 380 WHEN GEAR IS WORKING

MDO (DMB OR M2) WILL BE REQUIRED WHEN MANEUVERING ENTERING/LEAVING

PORT AND IN EMERGENCY.

ALL DETAABOUT.

1. COMMODITY : STEEL PIPES AND ATTACHMENT.

2. QUANTITY & SHIPMENT: 3000MT + 2741.945MT

3. LOAD PORT : 1 BHP, XINGANG, CHINA. ALWAYS AFLOAT ALWAYS ACCESSIBLE

P.1

Jun. 25 2007 10:08 P1

JUN 23 2000 11:25AM HP LASERJET 3200

FRX NO. :

FROM :

2/4

4. DISCHARGE PORT : 1 SEP LIVERPOOL, UK ALWAYS AFLOAT ALWAYS ACCESSIBLE
5. LAYCAN : 25 JUN - 6 JUL 2007
6. LOAD RATE : CQD
7. DISCHARGE RATE : CQD
8. FREIGHT : USD95 PMT FIO BASIS 1/1. ANY LASHING/DUNNAGE MATERIALS AND COSTS TO BE FOR CHARTERER'S ACCOUNT.
9. DETENTION: US\$ 39,000 PER DAY PRO RATA AT LOADING AND DISCHARGING PORT.
DETENTION IF ANY AT LOADPORT TO BE SETTLED TOGETHER WITH OCEAN FRT PAYMENT.
10. FREIGHT PAYMENT:
FULL FREIGHT + DETENTION AT LOADPORT TO BE PAID & RECEIVED IN USD BY TELE-GRAPHIC TRANSFER TO OWNER'S NOMINATED BANK ACCOUNT WHICH TO BE RECD WITHIN 3 DAYS AFTER COMPLETION OF LOADING SIGN/RELEASE OF THE ORIGINAL BILL OF LADING MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" AND "CLEAN ON BOARD". IN CASE "FREIGHT PREPAID" BILL OF LADING REQUIRED, TO BE RELEASED UPON OWNER RECEIPT OF FULL FREIGHT AND DETENTION AT LOADING PORT. FREIGHT DEEMED EARNED ON COMPLETION OF LOADING IS DISCOUNTLESS, NON-REFUNDABLE WHETHER VESSEL AND/OR CARGO LOST OR NOT LOST.
11. NOTICE OF READINESS TO BE TENDERED WHETHER VESSEL IN PORT OR NOT, WHETHER VESSEL IN BERTH OR NOT, WHETHER CUSTOM CLEAR OR NOT, WHETHER IN FREE PRATIQUE OR NOT AT BERTH 24 HOURS FRIDAY, SATURDAY, SUNDAY AND HOLIDAY INCLUSIVE.
12. OWNER AGENT AT LOAD PORT & DISCHARGING PORT.
13. VESSEL TO BE ALWAYS KEPT IN SEAWORTHY CONDITION WITH VALID DOCUMENT/CERTIFICATES AND FULLY CLASS MAINTAINED DURING THE WHOLE DURATION OF THIS VOYAGE, AND COMPLIES WITH THE LATEST INTERNATIONAL SAFETY REGULATION. VBL IS ALSO WARRANTED TO HAVE VALID INSURANCE AND FULLY P & I COVERED.
14. PRIOR VBL ARRIVE LOAD PORT OWNERS/MASTER TO GIVE 5/4/3/2/1 DAY(S) ETA NOTICE TO SHIPPER/AGENT AND A COPY TO CHARTERER. PRIOR VESSEL ARRIVE DISCHARGE PORT OWNER/MASTER TO GIVE 5/4/3/2/1 DAY(S) ETA NOTICE TO RECEIVER/AGENTS AND A COPY TO CHARTERER
15. CARGO TO BE DISCHARGED/RELEASED AGAINST ORIGINAL BILL OF LADING OR RECEIVER'S BANK LETTER OF GUARANTEE.
16. CONGEN BILL OF LADING FORM EDITION 1994 TO BE USED ONLY, THE DATE OF THIS C/P SHALL BE INSERTED IN THE PREARRANGED COLUMN IN THE BILL OF LADING. NO SWITCH B/L ALLOWED.
17. CHARTERERS TO COMPLY WITH WOOD PACKING MATERIALS (WPM) US REGULATIONS I.E DUNNAGE SUPPLIED TO THE VESSEL MUST BE:



br and on
BALINK

3/4

- A) HEAT TREATED OR
- B) FUMIGATED WITH METHYL-BROMIDE AND MARKED WITH AN APPROVED INTERNATIONAL MARK CERTIFYING TREATMENT.
- C) A FUMIGATION CLEARANCE CERTIFICATE SHALL BE PROVIDED TO THE MASTER UPON DELIVERY OF DUNNAGE FOR CARGO SECURING AND EACH PIECE SHALL BE IPPC CERTIFIED.
18. AT LOAD /DISCHARGE PORTS, ANY TAXES/DUES/WHARFAGE/LEVIES ON VESSEL/FET/CREW/FLAG/OWNERSHIP TO BE FOR OWNER'S ACCOUNT AND SAME ON CARGOES TO BE FOR CHARTERER'S ACCOUNT.
19. LIGHTERAGE/LIGHTENING IF ANY TO BE FOR CHARTERER'S ACCOUNT.
20. BILL OF LADING QUANTITY TO BE DETERMINED BY DRAFT SURVEY AT LOAD PORT & CARGO DISCHARGE/DELIVERY AT DISCHARGE PORT ALSO BY DRAFT SURVEY, ALL SURVEY COST TO BE FOR CHARTERER'S ACCOUNT.
21. ANY DAMAGE CAUSED BY STEVEDORES DURING THE CURRENCY OF THIS CHARTER SHALL BE REPORTED BY THE MASTER TO THE CHARTERERS, IN WRITING, WITHIN 24 HOURS OF THE OCCURRENCE OR AS SOON AS POSSIBLE THEREAFTER BUT LATEST WHEN THE DAMAGE COULD HAVE BEEN DISCOVERED BY THE EXERCISE OF DUE DILIGENCE. THE MASTER SHALL USE HIS BEST EFFORTS TO OBTAIN WRITTEN ACKNOWLEDGEMENT BY RESPONSIBLE PARTIES CAUSING DAMAGE UNLESS DAMAGE SHOULD HAVE BEEN MADE GOOD IN THE MEANTIME. STEVEDORES DAMAGING EFFECTING SEA-WORTHINESS/CLASS OR THE PROPER WORKING OF THE VESSEL SHALL BE REPAIRED BY THE CHARTERERS IN THEIR TIME PRIOR TO VESSEL'S DEPARTURE. IF STEVEDORE DAMAGE DOES NOT AFFECT SEAWORTHINESS/CLASS OF THE VESSEL THEN THE DAMAGE OCCURRED TO BE REPAIRED IN CONCURRENCE WITH OWNERS REPAIRS AND AT CHARTERERS TIME AND COSTS SAID DAMAGES TO BE ASSESSED BEFORE VESSEL'S DEPARTURE FROM THE DISCHARGE PORT AND THE COSTS TO BE AGREED BETWEEN OWNERS/CHARTERERS. IN ANY CASE THE CHARTERERS SHALL PAY FOR STEVEDORE DAMAGE WHETHER OR NOT PAYMENT HAS BEEN MADE BY STEVEDORES TO CHARTERERS.
22. IN CONNECTION WITH DEALING CARGO DAMAGES AT DISCHARGE, THE CHARTERER/RECEIVER GUARANTEE THAT ANY CARGO DAMAGE WILL BE DEALT WITH UNDER THE FOLLOWING CATEGORIES:
 - A) CARGO SHORTLANDING - OWNER/VESSEL SHALL NOT BE LIABLE FOR ANY SHORT LANDED.
 - B) CARGO DAMAGES DUE TO THE PERILS OF THE SEA AND THE ACT OF GOD - TO BE COVERED BY THE CHTRR/RECEIVER'S CARGO INSURANCE
 - C) CARGO DAMAGES DUE TO THE QUALITY ISSUES - OWNER/MASTER ARE NOT CAPABLE TO VERIFY THE CONDITION/APPEARANCE OF THE CARGO. THEREFORE WHEN AT DISCHARGE PORT FOUND ANY SUCH DAMAGE THEN NOT TO BE FOR OWNER/VESSEL RESPONSIBILITY.
 - D) CARGO DAMAGES DUE TO VESSEL'S DEFAULT - A RESULT OF

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half of
KIPPING LI

Autobond 84

P. 1

4/4

WHERE THERE WILL BE A CLAIM FOR CARGO DAMAGE (INCLUDING AGAINST OWNERS, THE RECEIVER/CHARTERER HEREBY CONFIRMED THEIR AGREEMENT TO ACCEPT AS SECURITY OWNER'S P&I LETTER OF UNDERTAKING IN THE USUAL P&I FORMAT AND RECEIVER ARE NOT TO DETAIN OR ARREST VESSEL AT ALL CAUSES.

23. ARBITRATION IF ANY TO BE SETTLED IN LONDON & ENGLISH LAW TO APPLY.

24. OTHERWISE AS PER OWNER PROFORMA CHARTER PARTY GENCON 1994 WITH LOGICAL AMENDMENT

25. BIMCO CANCELLING CLAUSE 2002 TO BE INCORPORATED IN THIS C/P.

26. COMM: 3.75%

END

FOR AND ON BEHALF OF CHARTERERS

FOR AND ON BEHALF OF OWNERS

SEALINK SHIPPING LIMITED

TIME IN FORWARDING
CO. LTD.

2007-6-22

合同专用章

2007-1-22

TED

P.1

FROM : FAX NO. : JUN 23 2000 11:27AM HP LASERJET 3200

JUN. 25 2007 10:01 P4

EXHIBIT “C”

CODE NAME: "CONGENBILL" EDITION 1994

Shipper

SHANGHAI MINMETALS MATERIALS &
PRODUCTS CORP.

BILL OF LADING

TO BE USED WITH CHARTER-PARTIES

Page 2

B/L No. 1

DATED 22-JUN-2007

Reference No.

Consignee

TO ORDER

Notify address

WESSEX STEEL CO LTD
WESSEX HOUSE 9 STATION PARADE BALHAM
HIGH ROAD LONDON SW12 9AB

Vessel

Port of loading

DIMITRIS S. V. DM0701

XINGANG, TIANJIN, CHINA

Port of discharge

LIVERPOOL, UK

Shipper's description of goods

Gross weight

WESSEX STEEL

2153 BUNDLES

2741.945M/T. 1380.00M3

WS:22753/UK

SIZE:

LENGTH:

QUALITY:

HEAT NUMBER

NO'S OF PIECES PER BUNDLE

PRIME ELECTRICALLY WELDED HOT DIPPED
GALVANISED SCAFFOLD TUBE
ACCORDING TO QUALITY BS EN39:2001

ORIGINAL

CLEAN ON BOARD

FREIGHT PREPAID

SAY TWO THOUSAND ONE HUNDRED FIFTY THREE BUNDLES ONLY

(of which

on deck at Shipper's risk; the Carrier not

being responsible for loss or damage howsoever arising)

Freight payable as per

CHARTER-PARTY dated

22-JUN-07

FREIGHT ADVANCE

Received on account of freight:

Time used for loading

days

Hours

SHIPPED

at the Port of Loading in apparent good order and condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the goods specified above.

Weight, measure, quality, quantity, condition, contents and value Unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue

Number of original B/L

Signature

TIANJIN, CHINA

-7 JUL 2007

THREE

AS HONGKONG MARINE SHIPPING AGENCY
THE HONGKONG & YONGE LIMITED (S4)

Printed and valid by

Witherby & Company Limited 32/38 Aylesbury Street
London EC1R 0ET

Tel No 0171 251 5341 Fax No 0171 251 4298

BY AUTHORITY OF THE Baltic and International Maritime Council

BIMCC Consignee

CODE NAME: "CONGENBILL" EDITION 1994

Page 2

XIAMEN XINDECO LTD.

BILL OF LADING DATED 22-JUN-07
TO BE USED WITH CHARTER-PARTIES

B/L No. 2

2/F, XINHONG BLDG., HULI, XIAMEN, CHINA

Reference No.

Consignee
TO THE ORDER OF KAUPTHING SINGER AND
FRIEDLANDER LIMITED,
1 HANOVER STREET, LONDON W15 1AX

Notify address

RAMSTEEL TUBES LTD
OCM HOUSE ST PETERS ROAD, DROTTWICH,
WORCESTERSHIRE WR9 7BJ

Vessel
DIMITRIS S V.DM0701Port of loading
XINGANG PORT, CHINAPort of discharge
LIVERPOOL, U. K.

Shipper's description of goods

Gross weight

N/M

3214 BUNDLES 2865.288 MT'S 2300.000 M³

PRIME NEWLY MANUFACTURED COLD FORMED HOT DIPPED GALVANISED TUBE
TO BS EN 39: 2001-MANUFACTURED FROM H.R.COIL

SHIPPED ON BOARD

-7 JUL 2007

FREIGHT PREPAID

TOTAL: SAY THREE THOUSAND TWO HUNDRED AND FOURTEEN BUNDLES ONLY

(of which on deck at Shipper's risk the Carrier not
being responsible for loss or damage howsoever arising)

Freight payable as per 22-Jun-07
CHARTER-PARTY dated

FREIGHT ADVANCE
Received on account of freight
.....

Time used for loading days Hours.

SHIPPED at the Port of Loading in apparent good order and
condition on board the Vessel for carriage to the Port
of Discharge or so near thereto as she may safely get the goods
specified above.

Weight, measure, quality, quantity, condition, contents and value
Unknown.

IN WITNESS whereof the Master or Agent of the said Vessel has signed
the number of Bills of Lading indicated below all of this tenor and date,
any one of which being accomplished the others shall be void.

FOR CONDITIONS OF CARRIAGE SEE OVERLEAF

Freight payable at

Place and date of issue

TIANJIN, CHINA

Number of Bills of Lading

Signature

AS AGENT FOR AND ON BEHALF OF

THE MASTER: IOANNIS CHAETKIS
CHINA MARINE SHIPPING AGENCY

TIANJIN MARINE SHIPPING LIMITED (S)

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Witherby & Company Limited, 32/36 Aylesbury Street,
London EC1R 6ET.
Tel. No. 0171 251 5341 Fax No. 0171 251 1295
by authority of The Baltic and International Maritime Council,
(BIMCO) Copenhagen.